

**VOLUNTARY CLEANUP CONTRACT
03-5044-NRP**

**IN THE MATTER OF
CHARLESTON NAVAL BASE, CHARLESTON COUNTY
and
THE CITY OF NORTH CHARLESTON**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and The City of North Charleston, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710, et seq. (2002), and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C §§ 9601, et seq., pursuant to the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the certain parcels of property located at the former Charleston Naval Complex, North Charleston, South Carolina. The property includes approximately seven hundred twenty-five (725) acres and is generally described as all of the former Charleston Naval Complex property north of the centerline of Viaduct Road and west of the centerline of North Hobson Avenue and north of the centerline of Supply Street (extended to the channel of the Cooper River), together with all related riparian rights. The City of North Charleston will also be deeded all piers north of Supply Street as they become available. The legal descriptions of these parcels of property as well as a map are included in Appendix A. The terms and conditions of this Contract shall be consistent with the "Information and Certification" submitted on December 6, 2002, by The City of North Charleston; this document is incorporated into this Contract and is attached as Appendix A.

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, including any amendments, or in the regulations promulgated thereunder.

- A. "Department" shall mean the South Carolina Department of Health and Environmental Control.
- B. "Contract" shall mean this Voluntary Cleanup Contract.
- C. "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- D. "The Site" shall mean the property at the former Charleston Naval Complex generally located north of the centerline of Viaduct Road and west of the centerline of North Hobson Avenue and north of the centerline of Supply Street (extended to the channel of the Cooper River), and all areas where a contaminant has been released, deposited, stored, disposed of, placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA Section 101 (28).
- E. "The City" shall mean The City of North Charleston.
- F. "CNC" shall mean the Charleston Naval Complex.
- G. "Work Plan" shall mean the Work Plan for activities as described in

Paragraph 5 of this Contract.

- H. "Existing Contamination" shall mean any hazardous substances, pollutants or contaminants (as defined herein), present or existing on or under the Site as of the execution date of this Contract.
- I. "Responsible Party" shall mean:
 - a. The owner and operator of a vessel, as defined in CERCLA Section 101 (28), or a facility;
 - b. Any person who, at the time of disposal of any hazardous substance, owned or operated any facility at which such hazardous substances were disposed of;
 - c. Any person who, by contract, settlement, or otherwise, arranged for disposal or treatment or arranged with a transporter for transport for disposal or treatment of hazardous substances owned or possessed by such person, by any other party or entity, at any facility or incineration vessel owned or operated by such a party or entity and containing such hazardous substances; and
 - d. Any person who accepts or accepted any hazardous substances for transport to disposal or treatment facilities, incineration vessels, as defined in CERCLA Section 101 (38), or sites selected by such person from which there is a release, or a threatened release which causes the incurrence of response costs, of a hazardous substance.
- I. "Non-Responsible Party" shall mean any party which is neither:
 - a. A responsible party at the time the voluntary cleanup contract is signed.
 - b. A parent, subsidiary of, or successor to a responsible party.Non-Responsible Parties may include lenders, economic development agencies, fiduciaries, trustees, executors,

administrators, custodians, and subsequent holders of a security interest.

- J. "Oversight Costs" shall mean those costs, both direct and indirect, incurred by the Department in implementing the Voluntary Cleanup Program.
- K. "Property" shall mean that portion of the Site that is subject to ownership, prospective ownership, or possessory or contractual interest of a Responsible Party or a Non-Responsible Party.
- L. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- M. "Voluntary Cleanup" shall mean a response action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710, et seq. (2002).
- N. "RCRA" shall mean the Resource Conservation and Recovery Act.
- O. "SCHWMA" shall mean the South Carolina Hazardous Waste Management Act.

2. Based on the information known by and/or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Development of the Charleston Naval Shipyard began in 1901 when the United States (U.S.) Navy acquired two thousand two hundred fifty (2,250) acres near Charleston and began building a shipyard with the first dry dock being completed in 1909. Activity increased temporarily during World War I, and again significantly in World War II. By the late 1950's Charleston became a major homeport for combatant ships and submarines for the U.S. Atlantic Fleet. The Shipyard and Charleston Naval Base continued to play a significant role in naval fleet operations, ship repair, and maintenance

throughout the 1980's and early 1990's. In 1993, the Charleston Naval Shipyard and Naval Base were added to the list of bases scheduled for closure under the Base Realignment and Closure Act (BRAC). The Naval Base was closed in April 1996. Naval operations ceased and environmental investigation and corrective action has been initiated to allow for redevelopment of the property. Congress created an Economic Development Conveyance (EDC) to revitalize base closure communities and to accomplish the transfer of the BRAC properties including the CNC property. The EDC gives the U.S. Department of Defense the authority to transfer property to local redevelopment authorities. South Carolina created the Charleston Naval Complex Redevelopment Authority (RDA) to manage and lease the property and promote economic redevelopment at the CNC. The RDA is the first entity to accept property from the U.S. government, and all of the CNC property being acquired by the City is passing from the U.S. government to the RDA and then to the City.

- B. At the time the CNC was closed, it was permitted to conduct hazardous waste storage activities, under a Hazardous Waste Permit (RCRA Part B permit) originally issued in May 1990 pursuant to the South Carolina Hazardous Waste Management Act and the Pollution Control Act. In April of 1997, the CNC submitted a Hazardous Waste Permit renewal application that addressed only the Corrective Action (CA) requirements under SCHWMA (Subtitle C of RCRA) because the hazardous waste activities had ceased upon closure. The Hazardous Waste Permit was issued in August 1998 and was modified in May of 2002. The Hazardous Waste Permit describes the overall process to be followed in implementing the CNC corrective action program. In this process, over four hundred (400) solid waste management units (SWMUs) and areas of concern were identified. Many of these SWMUs and areas of concern were determined to require

additional investigation. However, some of the parcels of property that are addressed by this Contract do not require corrective action or have been remediated to the extent that they are suitable for residential use. Pursuant to the National Defense Authorization Act of Fiscal Year 1993, the U.S. government will retain responsibility to conduct all the corrective action necessary at the Site.

C. Currently, The City leases certain parcels of the Site. These parcels, their past use, their current use, and an explanation of any chemical storage during their current use is included in Appendix B.

D. The City has declared a Riverfront Park vision that gives citizens access to the Cooper River and envisions a marina, museum area, and tourism destination location. Also, the City is working with the Noisette Company, L.L.C. to develop a master plan to revitalize the historic City center, synergize quality-of-life efforts within the City, catalyze economic growth, build financial vitality in the City, and position the City nationally as a leader in the area of environmentally sustainable development. The Noisette Redevelopment will encompass the northern end of the former CNC and a large portion of the surrounding City. When complete, the project would build upon approximately six hundred (600) acres of CNC land. This project will include approximately two hundred fifty (250) acres of urban park, recreation, and nature preserve. It is anticipated that the project will result in the redevelopment of a portion of the CNC into residential, commercial, and mixed-use assets.

3. The terms and conditions of this Contract apply to and shall inure to the benefit of each signatory and its lenders, parents, subsidiaries, successors and assigns, and upon any successor agency of the State of South Carolina that may have responsibility for and

jurisdiction over the subject matter of this Contract.

4. The City is an incorporated municipality in South Carolina whose principal place of business is located at 4900 Lacross Road, North Charleston, South Carolina. The City is not a Responsible Party at the Site, nor is it a parent, successor, or subsidiary company of any Responsible Party at the Site. The City has had no previous involvement with the Site, other than as described in 2.C. above and Appendix B, including but not limited to any such activities that may have resulted in any Existing Contamination at the Site.
5. Within thirty (30) days of the execution date of this Contract, The City agrees to pay to the Department five thousand dollars (\$5000.00) as its contribution to the cleanup of the property. This payment shall be deposited to the Hazardous Waste Uncontrolled Sites Contingency Fund.
6. As provided for by S.C. Code Ann. § 44-56-200 and S.C. Code Ann. § 44-56-750(c) (2002), The City shall, on a quarterly basis, reimburse the Department for oversight costs of activities required under this Contract. Oversight costs include but are not limited to the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and public participation. Payments will be due within thirty (30) days of receipt of the Department's invoice.
7. Two (2) years after the execution date of this Contract, The City shall provide the Department with the following information concerning the new operation at the Property: the number of jobs created; the amount of increase to the tax base; the amount of soil removed or remediated, if necessary; cost of all environmental work; total investment in the site; and any other criteria which would help demonstrate that entering into this Contract has been beneficial to the state, the community, and the Department.
8. Subject to the provisions of Paragraph 18 of this Contract, nothing in this Contract

is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or equity, that the Department may have against any person, firm, corporation, potentially responsible party, or other entity not a signatory of this Contract.

9. Nothing in this Contract is intended to limit the right of the Department to undertake future response actions at the Site or to seek to compel parties other than The City to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law. The City acknowledges that it is acquiring property where response actions may be required.

10. Upon written notification to the Department, the rights and obligations of the City under this Contract shall be assignable to a new purchaser, lessee, parent, subsidiary, or successor, but only to the extent that the new purchaser, lessee, parent, subsidiary, or successor has never been a Responsible Party at the Site.

11. The Department, its authorized officers, employees, representatives, and all other persons performing response actions will not be denied access to the Property during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Also, the U. S. Department of Defense, its authorized officers, employees, representatives, and contractors, will not be denied access to the Property for performance of any action necessary to maintain the requirements of the Hazardous Waste Permit. The City shall ensure that a copy of this Contract is provided to any current lessee or sublessee on the Property as of the execution date of this Contract and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property are consistent with this Paragraph.

12. The City shall preserve all drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site that may provide environmental information, evidence of a Potentially Responsible Party's involvement at the Site, or may lead to the discovery of other areas of contamination at the Site. Prior to destruction of any such items, The City shall notify the Department of the location of such items and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense.

13. Upon execution of this Contract, the Department must seek public comment in accordance with S.C. Code Ann. § 44-56-750 (2002) and the technical intent of the National Contingency Plan; in doing so, the Department shall provide notice and opportunity for public participation by placing an announcement describing the proposed Contract in a newspaper of general circulation within the affected community. A thirty (30) day comment period following the placement of the announcement will be provided and will precede the Department's scheduled date for execution of the Contract. In addition, beginning with the thirty (30) day notice period and continuing through completion of the terms of the Contract, The City shall post, in clear view from the main entrance to the Site, a sign that denotes the name, address, and telephone number of a contact person for information describing the Site's response actions and reuse. All costs associated with public participation [e.g., public notice(s), building and equipment rental(s) for public meetings, etc.] will be paid by The City.

14. The Department and The City agree that the following are entitled to protection from contribution claims as provided by CERCLA § 113(f)(2), 42 U.S.C. §§ 9613(f)(2); S.C. Code Ann. § 44-56-200 and S.C. Code Ann. § 44-56-750 (2002): The City, its lenders, parents, subsidiaries, successors and assigns to the extent that the new purchaser, lessee, parent, subsidiary, or successor has never been a Responsible Party at the Site. A thirty (30) day comment period for contribution protection commences upon notice of this Contract to Responsible Parties at the Site as identified by the Department through a

reasonable search effort.

15. Upon successful completion of the terms of this Contract as referenced in Paragraph 5 above, The City shall submit to the Department a written notice of completion. Once the Department acknowledges satisfactory completion of the Contract terms, the Department, under its authority to enforce CERCLA, 42 U.S.C. §§ 9601, et seq., pursuant to the HWMA, S.C. Code Ann. § 44-56-200, will give The City a Certificate of Completion that provides a covenant not to sue The City, its lenders, parents, subsidiaries, successors and assigns for Existing Contamination, except for releases and consequences that The City causes. In consideration of this liability protection from the Department, The City agrees not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

16. If hazardous substances in excess of residential standards exist at the Property after the U.S. Department of Defense has completed the corrective actions required under/ by its South Carolina Hazardous Waste Permit, the Department shall enter into a restrictive covenant(s) with The City. This restrictive covenant shall include the land use controls placed upon the property. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of The City and witnessed, signed, and sealed by a notary public. The City shall file this restrictive covenant with the Register of Mesne Conveyance or Deeds in Charleston County. The signed covenant shall be incorporated into this contract as an Appendix. With the approval of the Department, the restrictive covenant may be modified in the future if: (a) additional remedial activities are carried out which meet appropriate clean up standards at that time; (b) a significant change in law requiring remediation occurs; or (c) circumstances change such that the restrictive covenant would no longer be applicable.

17. The City specifically denies any responsibility for response costs or damages resulting from Existing Contamination and does not, by signing this Contract, waive any rights that it may have to assert any claims in law or equity against any other person, company, or entity with respect to the Site. However, The City is responsible and liable for any and all contamination it may cause or contribute to the Site. Should environmental contamination be discovered at the Site after the execution date of this Contract, the burden is on The City to demonstrate to the Department's satisfaction that the contamination was not caused by The City.

18. The Department and The City each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should The City elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that no environmental or physical hazards exist at the Site as a result of The City's actions. The Department may terminate this Contract only for cause, which may include but is not limited to the following: (a) events or circumstances at the Property that are inconsistent with the intent of this Contract; (b) failure to complete the terms of this Contract; or (c) additional contamination of the Site caused by The City.

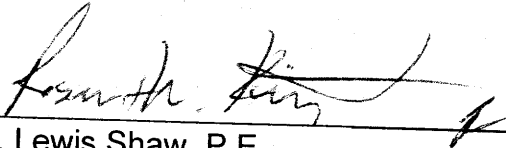
19. If The City provides the Department with false or incomplete information, or if The City's business activities on the Property or use of the Property change such that they are inconsistent with the intent of this Contract, then the releases/contribution protection extended to The City, its lenders, parents, subsidiaries, successors and assigns, shall become null and void.

20. The City acknowledges that the Department will not grant or will revoke liability protection if The City acquires the Contract or a Certificate of Completion by fraud,

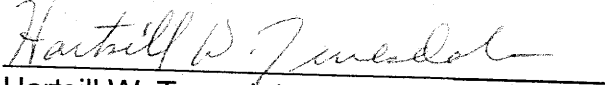
misrepresentation, knowing failure to disclose material information, or failure to satisfactorily complete the approved Work Plan.

21. Upon execution of this Contract, all subsequent correspondence and documentation pertaining to the requirements of this Contract shall be submitted to the following: Director, Division of Waste Management, Division of Site Assessment and Remediation, Bureau of Land and Waste Management, South Carolina Department of Health and Environmental Control, 2600 Bull Street, Columbia, SC 29201.

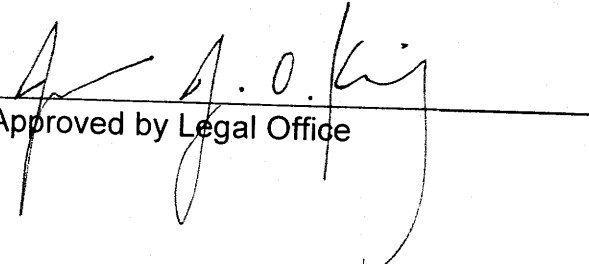
**THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL
CONTROL**

BY: 
R. Lewis Shaw, P.E.
Deputy Commissioner
Environmental Quality Control

DATE: 2/10/04
Columbia, South Carolina



Hartsill W. Truesdale, P.E., Chief
Bureau of Land and Waste Management

DATE: 02/04/04

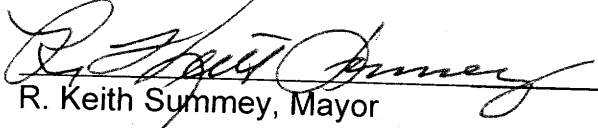

Approved by Legal Office

DATE: 1/21/2004

THE CITY OF NORTH CHARLESTON


Signature

DATE: April 1, 2003


R. Keith Summey, Mayor

DATE: April 1, 2003

APPENDIX A



OFFICE OF THE MAYOR

*City of
North Charleston*
SOUTH CAROLINA

R. KEITH SUMMEY
MAYOR

RECEIVED

DEC 11 2002

DIVISION OF SITE
ASSESSMENT & REMEDIATION

December 6, 2002

Gail Rawls Jeter
South Carolina Department of Health
And Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

Dear Ms. Jeter:

This will confirm our recent discussions with your office during which the City of North Charleston ("City") requested your assistance in obtaining liability and contribution protection for the project to revitalize the former Charleston Naval Base facility ("Project"). Liability and contribution protection are necessary elements of this project, therefore we propose that any cleanup be waived, as the City will immediately transfer a portion of the property to the developer, the Noisette Company, LLC, a South Carolina limited liability company (the "Company"). In order to receive contribution protection the City agrees to contribute three thousand dollars (\$3,000.00) to cover the Agency's costs of developing this agreement. Furthermore, liability and contribution protection are needed when the City assumes ownership of this site, so we must consummate a Non-Responsible Party Agreement prior to closing.

The following information is provided to assist you in expediting our request for an agreement in connection with this transaction. This information is provided according to the Agency's checklist of information required for processing such requests.

1. A statement certifying what benefit(s) that the purchase and response action will give to the State, the community, and/or the Department.

This Project will provide numerous benefits to the State, the community, and the Department; specifically, the Project will create a more livable community, will increase housing and home ownership, spur economic vitality, meet the needs of families and the elderly, integrate the former Naval Base facility into the life and work of the City, improve drainage, rebuild infrastructure, reclaim and remediate rivers, marshes and creeks, acquire and develop parkland, green space and recreational facilities for all of its citizen and create a community easily accessed by alternative means of transportation.

The City has declared a Riverfront Park vision that gives citizens access to the Cooper River, links to the historic Chicora Park plan, and envisions a marina, museum area, and tourism destination location. The City has an opportunity, through the wise and prudent use of the land located at the former Charleston Naval Base to accomplish these goals on behalf of the public.

The City is working with the Noisette Company towards accomplishing these goals. The Noisette Company, LLC (the "Company") is an entity led by John L. Knott, Jr., which has employed a renowned team of urban master planners, architects, engineers, developers, and other professionals. Noisette will develop a master plan to revitalize the historic City center, synergize quality-of-life efforts within the City, catalyze economic growth, build financial vitality in the City, and position the City nationally as a leader in the area of environmentally sustainable development. The Noisette Redevelopment will encompass the northern end of the former Charleston Naval Base (the property at issue here) and a large portion of the surrounding city. When complete, the project would build upon approximately 600 acres of Navy Base land, directly influence 2,800 surrounding acres, and reshape the entire City. This transformation will occur in part through the sale of approximately 350 acres of the former Charleston Naval Base by the City to Noisette. This project will include approximately 250 acres comprising an urban park, recreation and nature preserve centered around Noisette Creek and its marshes creeks and inlets.

The City believes that the project will lead to increased home ownership in the surrounding area. It is also believed likely that graduate level educational institutions will choose to locate programs within the project area to study the impact of the project. Finally, it is anticipated that the project will result in the redevelopment of a portion of the base property into residential, commercial, and mixed-use assets.

2. A statement certifying that the party is not a responsible party [as defined under CERCLA §107(a) and S.C. Code Ann. §44-56-720(8)] at the Site, nor is it a parent, successor or subsidiary of a responsible party at the Site. Also state whether there is a viable responsible party who can perform the necessary response actions at the Site. Please provide a listing of the previous owners and operators of the property.

The City has not contributed to any possible contamination found on the Site.

The City is not affiliated in any way with the current owner or any of the previous owners, except by way of leasing limited space on the property. The City anticipates that the current owner, a State entity known as the Charleston Naval Complex Redevelopment Authority (the "RDA"), will be entering into a Voluntary Clean-Up Contract in connection with the site.

Viable response parties exist. In addition to the previously mentioned RDA, the United States Navy is also a viable responsible party. The United States Navy occupied the Charleston Naval base for many years. In the late 1980's and early 1990's Congress took a number of military facilities out of service under the federal Base Realignment and Closure legislation. The Charleston Naval Base and Shipyard were among those closed. Management (but not ownership) of the base property was immediately transferred to the RDA. The Navy, over time, as remediation has been completed on individual areas of concern, has transferred ownership of those portions of the property to the RDA with deeds to the remaining property expected to follow. The City of North Charleston and State Ports Authority (the "SPA") now have uses for the property. The SPA will acquire roughly the Southern half of the property. The City will take acquire the remaining the Northern half of the Property.

3. A statement certifying that continued operation of the facility or new property development, with exercise of due care, will not aggravate or contribute to the existing contamination or interfere with any future response action, nor will it pose health risks to either the community or those persons likely to be present at or near the Site.

The City's development of this property will not involve the type of activities previously undertaken at this Site. Commercial and industrial development, as well as, the proposed residential and park use for the Site, will not exacerbate environmental conditions at the Site.

4. A statement that ensures the financial viability of the party to meet the obligations in the Contract. This financial viability may be demonstrated by a letter from the NRP's financial institution stating that the NRP is financially able to pay for its obligations.

The City does not currently contemplate any environmental response actions which would require expenditure of monies. Should it become necessary to undertake such actions, the City will provide appropriate financial assurances. The City, as a municipal entity, has the taxing authority necessary to meet any agreed upon financial requirements.

5. A statement describing the business activities that the party plans to carry out on the property, especially those that could contribute to the release of any contaminant(s).

The City is a municipal corporation organized and existing under the laws of the State of South Carolina. Consequently, it will make a new use of this property different from the prior use as a

Gail Rawls Jeter
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Naval base. Contemplated uses include the establishment of parks and public areas, and, through the sale of portions of the property to Noisette, mixed use development. The City does not anticipate generating hazardous wastes from future activities at this Site.

6. A statement describing the environmental response actions (proposed Scope of Work) that the party intends to implement at the Site pursuant to the Voluntary Cleanup Contract.

In view of the extensive assessments and remediation activities already undertaken as well as those still contemplated by the Navy, the City does not contemplate any environmental response actions at this time. Furthermore, a portion of the property will be immediately transferred from the City to Noisette, thus the City will not aggravate or contribute to any existing pollution on the Site.

7. A legal description of the property.

A precise legal description is not currently available, though a boundary survey is underway. However, the property may generally be described as all of the former Charleston Naval Base property North of the centerline of Viaduct Road and West of the centerline of North Hobson Avenue and North of the centerline of Supply Street (extended to the channel of the Cooper River), together with all related riparian rights. The City will also be deeded all piers north of Supply Street as they become available. The Federal Government may retain certain small parcels within this general area. A detailed description of these areas to be federally retained will follow under separate cover when available.

Exhibit 1, attached hereto, graphically depicts the area generally described above.

8. The name, address and telephone number of the party and its contact person for matters related to this property.

- (i) if intended for City, shall be addressed to:

Ray Anderson
City of North Charleston
4900 Lacross Road
North Charleston, South Carolina 29406
(843) 740-2412 (office)
(843) 572-8715 (fax)
Randerson@northcharleston.org

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J. Brady Hair, Esquire
P.O. Box 63066
North Charleston, SC 29419-3066
(843) 572-8700 (office)
(843) 572-8715 (fax)
jbhair@awod.com

Burnet R. Maybank, III.
Nexsen Pruet Jacobs & Pollard, LLC
1441 Main Street, Suite 1400
Columbia, South Carolina 29201
(803) 771-8900 (office)
(803) 253-8277 (fax)
BMaybank@NPJP.com

(ii) if intended for Noisette, shall be addressed to :

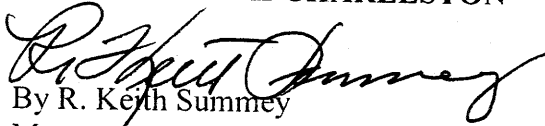
John L. Knott, Jr.
1360 Truxtun Ave.
North Charleston, South Carolina 29405

with a copy to:

W. Andrew Gowder, Jr., esquire
Pratt-Thomas, Epting & Walker, P.A.
16 Charlotte Street
Charleston, South Carolina 29403

We hope the above information is sufficient to allow development and completion of a Non-Responsible Party Agreement with the City. Should you need any additional information from the City, please do not hesitate to contact me.

Sincerely,
CITY OF NORTH CHARLESTON


By R. Keith Summey
Mayor

Enclosures

cc: W. Thomas Lavender, Jr.
Burnet R. Maybank, II



The City of North Charleston
SOUTH CAROLINA

EXHIBIT 1

Date: 12.6.02

 Area to be conveyed by CNCRA
once transferred by U.S. Navy

0 0.1 0.2 0.4 Miles



TURNBULL

TRUXTON

HOBSON

REYNOLDS

CHICORA

SUPPLY

HOBSON

VIA DUCT

CITY LIMITS

EXHIBIT A

TWO RETAINED BY
CITY OF N. CHARLESTON

THRU NOBLETTE OF W. CHARLESTON)

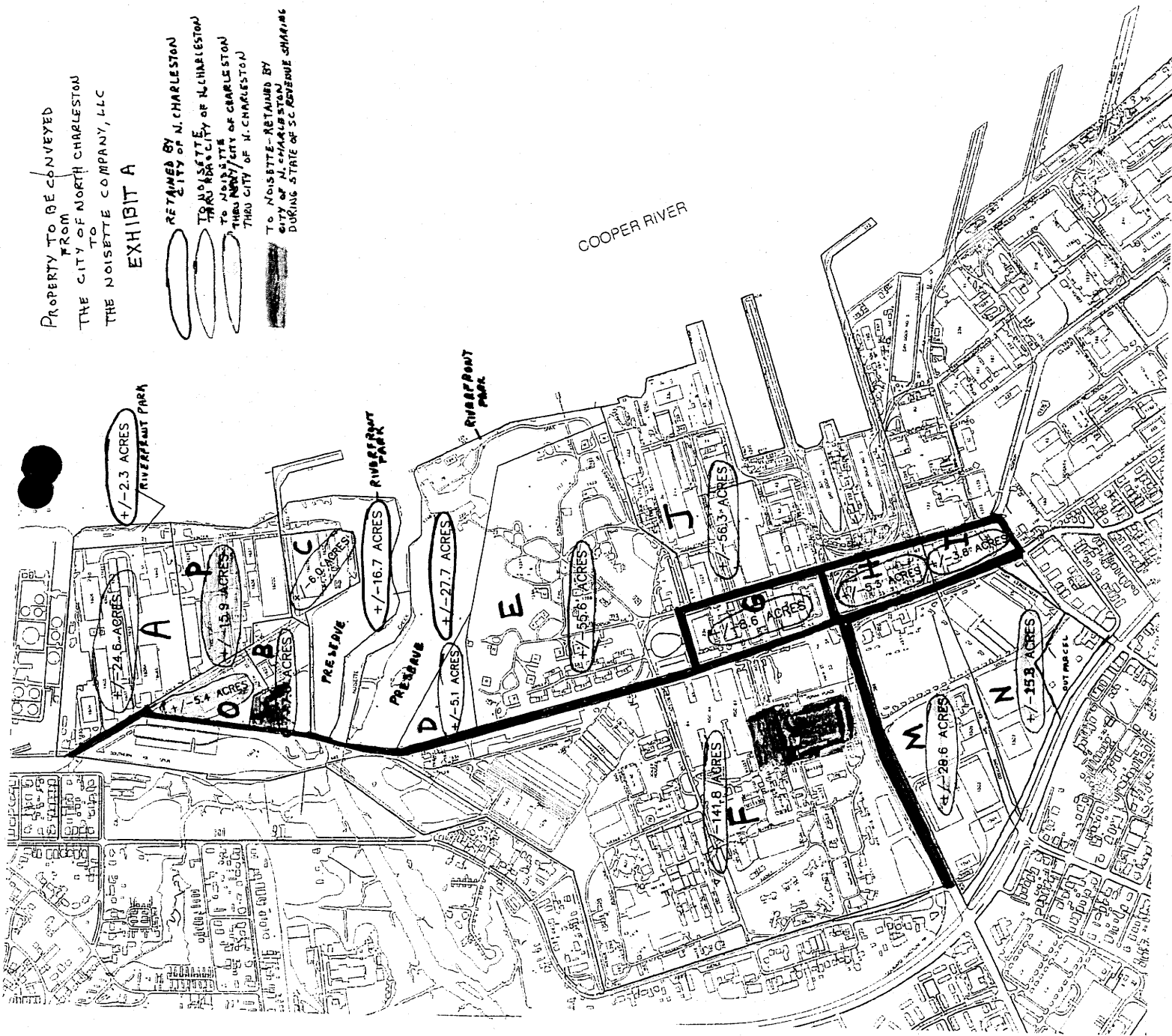
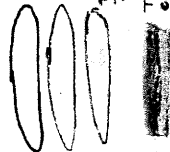
TO NOBLETTE OF W. CHARLESTON)

THROUGH CITY OF CHARLESTON)

THRU CITY OF N. CHARLESTON

TWO NOBLETTE-RETAINED BY
CITY OF N. CHARLESTON)

DURING STATE OF SC ROYAL CHAIRING



APPENDIX B

**CITY OF NORTH CHARLESTON
OCCUPIED FACILITIES ON THE FORMER CHARLESTON
NAVAL BASE & SHIPYARD**

MARCH 24, 2003

Bldg #	Street Address	U.S. Navy Use	City of North Charleston Current Use	TRANSFER
7	1360 Truxton Avenue	Comptroller Department and IRM	Base Liaison/Noisette Offices	Later
89	1616 Suribachi Avenue	Exchange Maintenance Shop	Storage	Later
92	1725 North Hobson Avenue	Indoor Pool (with old bath house Bldg. 215)	Not currently in use	1
141	1751 North Hobson Avenue	Fire Department Storage	Storage for fire department	1
180	1530 7 th Street	Recreation Building (Sterett Hall)	Recreational and Arts Department Office	1
186	1791 North Hobson Avenue	Fire Station No. 1	Fire Station	1
245	1765 North Hobson Avenue	Fire Station Support Building	Storage for Fire Department	1
373		Radio Tower	Demolished	1
658	1575 Suribachi Avenue	EM Barracks, Marine Security Detachment	Partially for arts department & partially vacant	1
673	Least Tern Lane	Office/Training	Police Department Office	Later
1179	1655 North Hobson Avenue	Chapel	Not currently in use	Later
1345	1531 North Hobson Avenue	Restrooms (Cochran Field)	Restrooms	Later
1400	1523 North Hobson Avenue	Restroom and Press Box	Restroom & press box	1
1401	1519 North Hobson Avenue	Three Football Fields	Football Field	1
1403	1517 North Hobson Avenue	Softball Field (Winkel Field)	Softball Field	1
1405	1521 North Hobson Avenue	Baseball Field (Fletcher Field)	Baseball Field	1
1412	1535 North Hobson Avenue	Softball Field	Softball Field	Later
1601B	2750 Avenue B North	Warehouse	NCPD Storage	1
1720	1769 North Hobson Avenue	Fire Department	Fire Department (workout room)	1
1888	C.B. Lane	Firing Range	Police Firing Range	Later
1982		Info Sign Sterett Hall	Sign	1

**CITY OF NORTH CHARLESTON
OCCUPIED FACILITIES ON THE FORMER CHARLESTON
NAVAL BASE & SHIPYARD**

MARCH 24, 2003

Bldg #	Street Address	U.S. Navy Use	City of North Charleston Current Use	TRANSFER
M82	1630 Truxton Avenue	NAVSTA Security	Not presently using	1
M192	2341 Goldberg Avenue	Security Training Building	Police Traffic and K9 Division	1
M1067	1590 Truxton Avenue	Storehouse	Police Storage	1
M1116	1610 Truxton Avenue	General Warehouse	Police Storage	1
M1264	1600 Truxton Avenue	Racket Ball Court	Police Storage	1
NS7	Thompson Avenue	Office/Training	Water	Later
NS12/13	Thompson Avenue	Piers	Piers	Later
X56	Juneaux Avenue	Weapons Storage	Police Storage	1



OFFICE OF THE MAYOR

R. KEITH SUMMEY
MAYOR*City of*
North Charleston
SOUTH CAROLINA

April 1, 2003

Ms. Gail Jeter
Bureau of Land & Management
SC DHEC
2600 Bull Street
Columbia, SC 29201

REF: City of North Charleston/Charleston Naval Complex

Dear Ms. Jeter:

We are in receipt of an email from you to Mr. Tommy Lavendar of the Nexsen, Pruet Law Firm dated March 31, 2003 asking about city occupied buildings on the former Charleston Naval Base. None of the City facilities are used to store any chemicals other than household cleaning products. This includes Buildings 89, 141, 245, 1601B, 1888, 1982, M1067, M1116, M1264, and X56. Building 1888 was the Navy Base Firing Range, and the City of North Charleston continues to use it as the same function. Lead from the discharged weapons are disposed of in any appropriate fashion.

We hope this answers the questions you had and we look forward to working with you as we continue this project.

Sincerely,

Raymond H. Anderson, Jr.
Raymond H. Anderson, Jr.
Special Assistant of the Mayor

cc: Tommy Lavendar



OFFICE OF THE MAYOR

R. KEITH SUMMEY
MAYOR*City of
North Charleston*
SOUTH CAROLINA

April 1, 2003

Ms. Gail Jeter
Bureau of Land & Management
SC DHEC
2600 Bull Street
Columbia, SC 29201

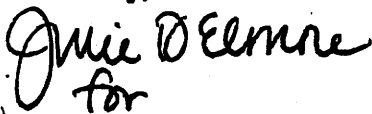
REF: City of North Charleston/Charleston Naval Complex
Follow-up letter

Dear Ms. Jeter:

As I follow-up to our earlier letter today concerning the facilities on the Naval Base, the City of North Charleston maintains janitorial supplies in janitorial closets in the facilities mention before. The City supply is only in quantities efficient enough to maintain those facilities.

We appreciate your assistance in this matter. If you need any additional information, please do not hesitate to call upon me at (843) 740-2512.

Sincerely,


for

Raymond H. Anderson, Jr.
Special Assistant to the Mayor

/jde